

Date: 4 March 2024

MR. PAVEL MARŠÍK

Ke Stromeckum 1510,
253 01 Hostivice,
Czech Republic

Dear Sir,

Re : **PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司) (the “Company” and, together with its subsidiaries, the “Group”)**

We hereby write to confirm your appointment (the “**Appointment**”) as an executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from the date of the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months’ prior notice in writing within the fixed term period.

Director’s duties and services

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as an executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors of the Company (the “**Board**”) for the duration of the Appointment according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may for the duration of the Appointment reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), as amended from time to time, and to ascertain the Company’s compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.

You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall for the duration of the Appointment be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefor.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “**Articles**”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “**Rotation Requirements**”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as an executive director of the Company.

Remuneration and expenses

In performance of your duties, the Company shall pay you a fee of HK\$25,000 per annum. Such director fee is in addition to and without prejudice to your terms of employment between Trans World Hotels & Entertainment, a.s. and Pavel MARŠÍK dated 1 August 2020 (“**Employment Contract**”). Such director fee is payable annually on the last day of March each year during the term of Appointment, and if such day is not a working day, on the working day falling immediately thereafter (each a “**Payment Day**”) or in such other manner and at such other time as we may for the duration of the Appointment mutually agree. If the Appointment commences on any day other than the first day of a full year payment period referred to above, the remuneration payable to you shall be pro-rated from the date of commencement to the last day of such full year period. If the Appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As an executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “**Shares**”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as an executive director of the Company.

Compliance and share dealings

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules, regulations of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

Termination

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder (unless you have a duly substantiated reason for the refusal);

- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

It is acknowledged and agreed that the terms of the Employment Contract shall not be for a term ending after the third anniversary of the listing of the Company on the Stock Exchange.

Confidential Information

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
 - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
 - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as an executive director of the Company, and that you hereby undertake to notify us in writing as soon as possible of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended for the duration of the Appointment.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment shall thereby automatically terminate but if such cessation shall be caused by any act or omission of either party without the consent concurrence or complicity of the other then such act or omission shall be deemed a breach of this agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

Personal Data (Privacy) Ordinance

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles;

(v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may for the duration of the Appointment agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

Rights of third parties

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

Governing law and jurisdiction


This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as an executive director of the Company as stated herein by signing and returning to us a copy of this letter.

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Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)



Cheong Thard HOONG
Non-executive Director

Confirmed and accepted by:


Name: Pavel MARŠÍK
Date:

Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)

Cheong Thard HOONG
Non-executive Director

Confirmed and accepted by:



Name: Pavel MARŠÍK
Date: 4 March 2024

Date: 4 March 2024

MR. NGAI WING LIU

Flat A, 17/F,
Kingsford Height,
17 Babington Path,
Hong Kong
Dear Sir/Madam,

Re : PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司) (the “Company” and, together with its subsidiaries, the “Group”)

We hereby write to confirm your appointment (the “**Appointment**”) as an independent non-executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from the date of the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months’ prior notice in writing within the fixed term period.

Director’s duties and services

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as an independent non-executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors from time to time of the Company (the “**Board**”) according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), as amended from time to time, and to ascertain the Company’s compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.

You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall from time to time be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefor.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “**Articles**”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “**Rotation Requirements**”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as an independent non-executive director of the Company.

Remuneration and expenses

In performance of your duties, the Company shall pay you a fee of HK\$150,000 per annum, payable annually on the last day of March each year during the term of Appointment, and if such day is not a working day, on the working day falling immediately thereafter (each a “**Payment Day**”) or in such other manner and at such other time as we may from time to time mutually agree. If the Appointment commences on any day other than the first day of a full year payment period referred to above, the remuneration payable to you shall be pro-rated from the date of commencement to the last day of such full year period. If the Appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As an independent non-executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “**Shares**”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as an independent non-executive director of the Company.

Compliance and share dealings

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules (including but not limited to the confirmations

contemplated in Listing Rule 3.13), regulations of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

Termination

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder;

- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

Confidential Information

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
 - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
 - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities

who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as an independent non-executive director of the Company, and that you comply with the requirements of Rule 3.13 of the Listing Rules relating to your independence and you hereby undertake to notify us in writing as soon as possible if there are any changes which may otherwise cause you not to be so independent, and of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended from time to time.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment shall thereby automatically terminate but if such cessation shall be caused by any act or omission of either party without the consent concurrence or complicity of the other then such act or omission shall be deemed a breach of this agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

Personal Data (Privacy) Ordinance

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles; (v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may from time to time agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

Rights of third parties

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

Entire agreement

This agreement represents the whole and only agreement and understanding between you and the Company and/or any member of the Group in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between all or any of you and the Company and/or any member of the Group in relation to the subject matter hereof. You acknowledge that you have not entered into this agreement in reliance upon any representations and/or warranties.

Governing law and jurisdiction

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

[Intentionally left blank]

Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)



Pavel MARŠÍK
Executive Director

Confirmed and accepted by:

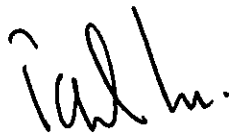
Name: Ngai Wing LIU
Date:

Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)

Pavel MARŠÍK
Executive Director

Confirmed and accepted by:



Name: Ngai Wing LIU
Date: 4 March 2024

Date: 4 March 2024

MS. SIN KIU NG

Flat E, 38/F,
Tower 16, Ocean Shores,
Tseung Kwan O,
Hong Kong
Dear Sir/Madam,

Re : PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司) (the “Company” and, together with its subsidiaries, the “Group”)

We hereby write to confirm your appointment (the “**Appointment**”) as an independent non-executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from the date of the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months’ prior notice in writing within the fixed term period.

Director’s duties and services

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as an independent non-executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors from time to time of the Company (the “**Board**”) according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), as amended from time to time, and to ascertain the Company’s compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.

You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall from time to time be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefor.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “**Articles**”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “**Rotation Requirements**”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as an independent non-executive director of the Company.

Remuneration and expenses

In performance of your duties, the Company shall pay you a fee of HK\$150,000 per annum, payable annually on the last day of March each year during the term of Appointment, and if such day is not a working day, on the working day falling immediately thereafter (each a “**Payment Day**”) or in such other manner and at such other time as we may from time to time mutually agree. If the Appointment commences on any day other than the first day of a full year payment period referred to above, the remuneration payable to you shall be pro-rated from the date of commencement to the last day of such full year period. If the Appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As an independent non-executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “**Shares**”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as an independent non-executive director of the Company.

Compliance and share dealings

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules (including but not limited to the confirmations

contemplated in Listing Rule 3.13), regulations of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

Termination

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder;

- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

Confidential Information

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
 - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
 - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities

who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as an independent non-executive director of the Company, and that you comply with the requirements of Rule 3.13 of the Listing Rules relating to your independence and you hereby undertake to notify us in writing as soon as possible if there are any changes which may otherwise cause you not to be so independent, and of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended from time to time.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment shall thereby automatically terminate but if such cessation shall be caused by any act or omission of either party without the consent concurrence or complicity of the other then such act or omission shall be deemed a breach of this agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

Personal Data (Privacy) Ordinance

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles; (v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may from time to time agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

Rights of third parties

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

Entire agreement

This agreement represents the whole and only agreement and understanding between you and the Company and/or any member of the Group in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between all or any of you and the Company and/or any member of the Group in relation to the subject matter hereof. You acknowledge that you have not entered into this agreement in reliance upon any representations and/or warranties.

Governing law and jurisdiction

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

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Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)



Pavel MARŠIK
Executive Director

Confirmed and accepted by:

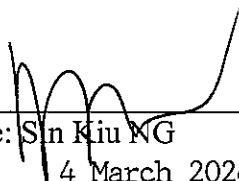
Name: Sin Kiu NG
Date:

Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)

Pavel MARŠÍK
Executive Director

Confirmed and accepted by:



Name: Sin Kiu NG
Date: 4 March 2024

Date: 4 March 2024

MR. KAM CHOI ROX LAM

Flat E, 4/F,
52 Conduit Road,
Hong Kong
Dear Sir/Madam,

Re : PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司) (the “Company” and, together with its subsidiaries, the “Group”)

We hereby write to confirm your appointment (the “**Appointment**”) as an independent non-executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from the date of the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months’ prior notice in writing within the fixed term period.

Director’s duties and services

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as an independent non-executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors from time to time of the Company (the “**Board**”) according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), as amended from time to time, and to ascertain the Company’s compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.

You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall from time to time be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefor.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “**Articles**”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “**Rotation Requirements**”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as an independent non-executive director of the Company.

Remuneration and expenses

In performance of your duties, the Company shall pay you a fee of HK\$150,000 per annum, payable annually on the last day of March each year during the term of Appointment, and if such day is not a working day, on the working day falling immediately thereafter (each a “**Payment Day**”) or in such other manner and at such other time as we may from time to time mutually agree. If the Appointment commences on any day other than the first day of a full year payment period referred to above, the remuneration payable to you shall be pro-rated from the date of commencement to the last day of such full year period. If the Appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As an independent non-executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “**Shares**”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as an independent non-executive director of the Company.

Compliance and share dealings

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules (including but not limited to the confirmations

contemplated in Listing Rule 3.13), regulations of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

Termination

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder;

- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

Confidential Information

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
 - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
 - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities

who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as an independent non-executive director of the Company, and that you comply with the requirements of Rule 3.13 of the Listing Rules relating to your independence and you hereby undertake to notify us in writing as soon as possible if there are any changes which may otherwise cause you not to be so independent, and of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended from time to time.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment shall thereby automatically terminate but if such cessation shall be caused by any act or omission of either party without the consent concurrence or complicity of the other then such act or omission shall be deemed a breach of this agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

Personal Data (Privacy) Ordinance

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles; (v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may from time to time agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

Rights of third parties

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

Entire agreement

This agreement represents the whole and only agreement and understanding between you and the Company and/or any member of the Group in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between all or any of you and the Company and/or any member of the Group in relation to the subject matter hereof. You acknowledge that you have not entered into this agreement in reliance upon any representations and/or warranties.

Governing law and jurisdiction

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

[Intentionally left blank]

Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)



Pavel MARSÍK
Executive Director

Confirmed and accepted by:

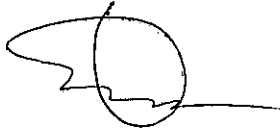
Name: Kam Choi Rox LAM
Date:

Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)

Pavel MARŠÍK
Executive Director

Confirmed and accepted by:



Name: Kam Choi Rox LAM
Date: 4 March 2024

Date: 4 March 2024

MR. CHEONG THARD HOONG

5A Kennedy Heights,
10-18 Kennedy Road,
Mid Levels, Hong Kong

Dear Sir/Madam,

Re : **PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司) (the “Company” and, together with its subsidiaries, the “Group”)**

We hereby write to confirm your appointment (the “**Appointment**”) as a non-executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from the date of the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months’ prior notice in writing within the fixed term period.

Director’s duties and services

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as a non-executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors from time to time of the Company (the “**Board**”) according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), as amended from time to time, and to ascertain the Company’s compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.

You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall from time to time be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefor.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “Articles”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “Rotation Requirements”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as a non-executive director of the Company.

Remuneration and expenses

In performance of your duties, the Company shall pay you a fee of HK\$25,000 per annum, payable annually on the last day of March each year during the term of Appointment, and if such day is not a working day, on the working day falling immediately thereafter (each a “Payment Day”) or in such other manner and at such other time as we may from time to time mutually agree. If the Appointment commences on any day other than the first day of a full year payment period referred to above, the remuneration payable to you shall be pro-rated from the date of commencement to the last day of such full year period. If the Appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As a non-executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “Shares”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as a non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as a non-executive director of the Company.

Compliance and share dealings

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules, regulations of the Stock Exchange, the Hong

Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

Termination

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder;

- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

Confidential Information

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
 - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
 - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities

who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as a non-executive director of the Company, and that you hereby undertake to notify us in writing as soon as possible of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended from time to time.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment shall thereby automatically terminate but if such cessation shall be caused by any act or omission of either party without the consent concurrence or complicity of the other then such act or omission shall be deemed a breach of this agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

Personal Data (Privacy) Ordinance

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles; (v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may from time to time agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

Rights of third parties

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

Entire agreement

This agreement represents the whole and only agreement and understanding between you and the Company and/or any member of the Group in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between all or any of you and the Company and/or any member of the Group in relation to the subject matter hereof. You acknowledge that you have not entered into this agreement in reliance upon any representations and/or warranties.

Governing law and jurisdiction

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as a non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

[Intentionally left blank]

Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)



Pavel MARŠÍK
Executive Director

Confirmed and accepted by:

Name: Cheong Thard HOONG
Date:

Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)

Pavel MARŠÍK
Executive Director

Confirmed and accepted by:



Name: Cheong Thard HOONG
Date: 4 March 2024

Date: 4 March 2024

MR. TAN SRI DATO' DAVID CHIU

1 Silver Terrace Road,
Silverstrand, Clear Water Bay,
Kowloon,
Hong Kong

Dear Sir/Madam,

Re : **PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司) (the "Company" and, together with its subsidiaries, the "Group")**

We hereby write to confirm your appointment (the "Appointment") as a non-executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from the date of the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months' prior notice in writing within the fixed term period.

Director's duties and services

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as a non-executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors from time to time of the Company (the "Board") according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the "Listing Rules") on The Stock Exchange of Hong Kong Limited (the "Stock Exchange"), as amended from time to time, and to ascertain the Company's compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.

You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall from time to time be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefor.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “**Articles**”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “**Rotation Requirements**”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as a non-executive director of the Company.

Remuneration and expenses

In performance of your duties, the Company shall pay you a fee of HK\$25,000 per annum, payable annually on the last day of March each year during the term of Appointment, and if such day is not a working day, on the working day falling immediately thereafter (each a “**Payment Day**”) or in such other manner and at such other time as we may from time to time mutually agree. If the Appointment commences on any day other than the first day of a full year payment period referred to above, the remuneration payable to you shall be pro-rated from the date of commencement to the last day of such full year period. If the Appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As a non-executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “**Shares**”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as a non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as a non-executive director of the Company.

Compliance and share dealings

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules, regulations of the Stock Exchange, the Hong

Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

Termination

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder;

- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

Confidential Information

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
 - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
 - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities

who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as a non-executive director of the Company, and that you hereby undertake to notify us in writing as soon as possible of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended from time to time.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment shall thereby automatically terminate but if such cessation shall be caused by any act or omission of either party without the consent concurrence or complicity of the other then such act or omission shall be deemed a breach of this agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

Personal Data (Privacy) Ordinance

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles; (v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may from time to time agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

Rights of third parties

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

Entire agreement

This agreement represents the whole and only agreement and understanding between you and the Company and/or any member of the Group in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between all or any of you and the Company and/or any member of the Group in relation to the subject matter hereof. You acknowledge that you have not entered into this agreement in reliance upon any representations and/or warranties.

Governing law and jurisdiction

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as a non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

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Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)



Pavel MARŠIK
Executive Director

Confirmed and accepted by:

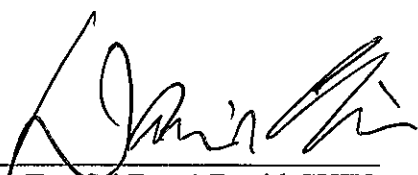
Name: Tan Sri Dato' David CHIU
Date:

Yours faithfully,

For and on behalf of
PALASINO HOLDINGS LIMITED
(百樂皇宮控股有限公司)

Pavel MARŠÍK
Executive Director

Confirmed and accepted by:



Name: Tan Sri Dato' David CHIU
Date: 4 March 2024